

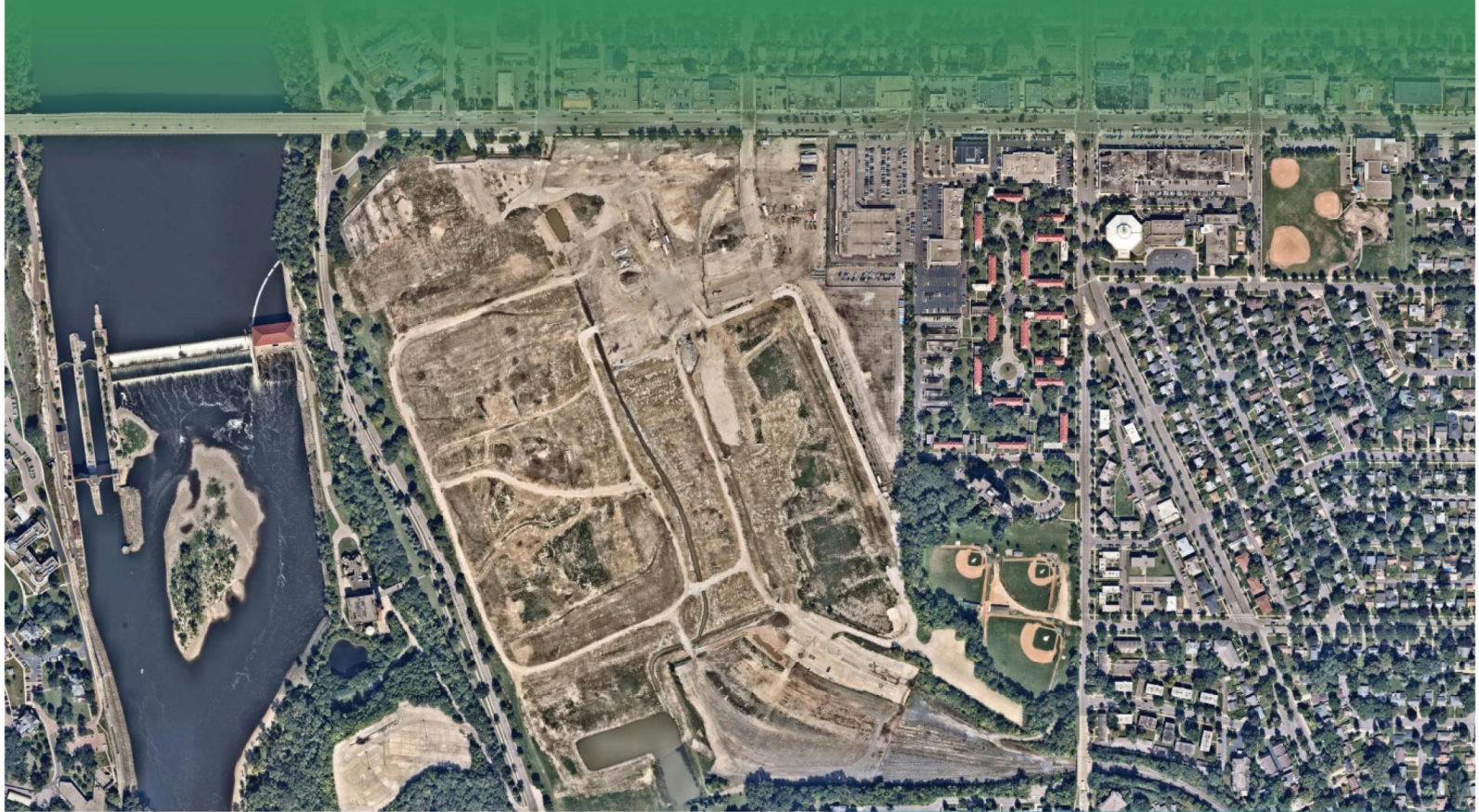


FORD SITE

A 21st Century Community

FEASIBILITY REPORT

APRIL 2020



Prepared for



In cooperation with



Prepared by **Kimley»Horn**

April 21, 2020

Honorable Mayor and Members of the City Council
City of Saint Paul
25 West 4th Street Saint Paul, MN 55101

Attn: David Kuebler, P.E.
St. Paul Public Works Department
Ford Site Technical Lead

Re: Feasibility Study
Ford Site Infrastructure Improvements
City Project 19246

Honorable Mayor and Members of the City Council:

The enclosed feasibility report has been prepared for the Ford Site Public Infrastructure Improvements, City Project 19246. This report details the proposed plans for the construction of Phase 1 street infrastructure to extend the street grid into the 122-acre Ford site in the Highland Park neighborhood. The improvements include sanitary sewer, watermain, storm sewer, streets, signals, landscaping and streetlighting improvements in support of the proposed redevelopment. The proposed scope of work, estimated costs, financing, and schedule for the project are detailed in this report.

Information utilized in the preparation of this report included the Development Plan, the Form of Special Assessment Agreement, the Sources and Uses Agreement, the AUAR and, preliminary construction plans prepared with City staff. All available information was reviewed and considered to determine the feasibility of the proposed project.

We believe that the proposed improvements identified in this report are feasible, and that they will benefit the City of Saint Paul, Ramsey County, and the properties in the project area.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Dan Elenbaas, PE
Project Manager

Enclosure
cc:File

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1. Executive Summary

Over roughly a ten-year period, the City of Saint Paul (City) worked with Ford Motor Company (Ford) and area stakeholders to establish the Ford Site Zoning and Public Realm Master Plan (Masterplan) for the former manufacturing plant in Highland Park to guide the future redevelopment of the site. The Masterplan established six new zoning districts, provided the framework for the future public right-of-way and open spaces, provides guidance for private site design, and established development requirements for a Master Developer to bring the new mixed-use development to life.

Ryan Companies US, Inc. (Ryan) has been working with the City and Ford since June of 2018 to purchase the property, become the Master Developer of the property, and bring the City's redevelopment to fruition. Ryan worked alongside the City to:

- Amend the existing Masterplan, including the addition of project design standards,
- Create and approve an AUAR document that further guides the site redevelopment and satisfies the state environmental requirements,
- Approve the FORD plat which split the existing parcel into public right-of-way, public parks, private open spaces, and private development sites,
- Approve the Redevelopment Agreement (RDA) which outlines the partnership between the HRA (City) and Project Paul, LLC (subsidiary of Ryan).

In December 2019, Project Paul, LLC purchased the property from Ford, executed the RDA and is currently underway with the overall Public Infrastructure and Public Open Space design in order to gain approvals for a Spring 2020 construction start.

The scope of the Public Infrastructure is defined in Article 3.4 of the Site Improvement Performance Agreement (SIPA) and includes all Public-Right-of-Way, Site Utilities, Central Stormwater Utility, Parks and Ryan responsible Offsite Improvements.

The Public Open Spaces are defined in Article 3.5 of the SIPA and include the Civic Square, Civic Plaza and Central Water Feature.

The 429 Feasibility Report include the following improvements:

- Construction of Phase 1 sanitary sewer infrastructure including piping, manholes, services to abutting properties and connection to existing trunk sanitary sewer infrastructure.
- Construction of Phase 1 storm drainage infrastructure including piping, catch basins, manholes and connections to abutting properties.
- Construction of Phase 1 street infrastructure to extend the local street grid into the site. Proposed Phase 1 north-south streets to be constructed with this project include the following:
 - Woodlawn Avenue – Hillcrest Avenue to Village Way
 - Mount Curve Boulevard – Ford Parkway to Montreal Avenue
 - Cretin Avenue
- Proposed Phase 1 east-west streets to be constructed with this project include the following:
 - Hillcrest Avenue
 - Bohland Avenue – Mississippi River Blvd to Ranger Way
 - Village Way – Mississippi River Blvd to Mount Curve Blvd
 - Montreal Avenue
- Construction of Phase 1 non-motorized corridors designed for pedestrian and bike use as well as emergency services and municipal service access are proposed within project site including the following:
 - Beechwood Avenue – Mississippi River Blvd to Cretin Avenue

- Mississippi River Boulevard (addition of trail along east side of parkway)
- Ford Parkway (addition of trail along south side of Ford Parkway)
- Falls Passage East
- Falls Passage West

Please note the Phase 1 street scope of work excludes the boulevard landscaping, boulevard trees, right-of-way sides and right-of-way protected bike lanes. These scopes of work will be constructed as part of future construction packages in sequence with the Vertical Developments.

The estimated costs for the proposed 429 Assessment costs are defined in the Redevelopment Agreement Exhibit U – Form of Special Assessment Agreement included as an Appendix B to this Feasibility Report and as described below.

	Developer Pay-go Note	
	for 429 Project	429 Assessments
429 Assessment - Phase 1 Streets		
Streets: Paving/Curb & Gutter	\$ 1,000,000	\$ 2,231,186
Streets: Traffic Signals/Street Lighting	1,000,000	1,250,778
Street: Trees	-	180,015
Bridges: Vehicle & Pedestrian	660,657	1,250,646
Sidewalks	-	935,310
Streets: Landscaping/Site Furnishings	-	466,077
429 Assessment - Phase 1 Streets Total	\$ 2,660,657	\$ 6,314,012
429 Assessment - Partial Phase 1 Utilities		
Site Utilities: Sanitary	-	1,800,858
Site Utilities: Storm (Excluding Central Stormwater)	-	1,024,473
429 Assessment - Partial Phase 1 Utilities Total	\$ -	\$ 2,825,331
429 Assessment - Phase 1 Streets and Partial Utilities	\$ 2,660,657	\$ 9,139,343
		\$ 11,800,000

The sources of Public Investment to fund all Public Infrastructure and Public Open Spaces are defined in Article 3.3 of the Redevelopment Agreement and Exhibit H of the Redevelopment Agreement. Exhibit H is included as Appendix A to the Feasibility Report.

The following is a proposed schedule for the project if the City Council votes to proceed.

Preliminary Order resolution to set date of Final Order public hearing routing for internal city approvals	May 6, 2020
Preliminary Order Resolution "agenda ready"	May 13, 2020
Preliminary Order resolution adopted by City Council public hearing notices mailed	May 27, 2020
Final Order Resolution adopted by City Council	July 1, 2020

Based upon the analysis completed as a part of this report, the proposed Ford Site Public Infrastructure Improvements, City Project 19246, are feasible, necessary and cost effective.

2. Introduction

The Feasibility Study area encompasses four parcels totaling approximately 139 acres, all of which are covered in the Masterplan adopted by the Saint Paul City Council on September 27, 2017 and amended on April 10, 2019. The four parcels, shown on Figure 2, include:

- One 122-acre parcel referred to as the Ford Site
- One 4-acre parcel referred to as the Burg & Wolfson (Lunds & Byerlys) property
- Two parcels totaling 13 acres referred to as the Canadian Pacific Railway property

Ryan is proposing to redevelop the 122-acre Ford Site, which is the location of a former Ford Motor Company assembly plant (see figure below). The proposed development would include residential, retail/service, office/employment, and civic/institutional land uses. The Burg & Wolfson (Lunds & Byerlys) property and Canadian Pacific Railway property are also included in the Ford MP, but there are currently no development proposals for those properties.



The proposed development scenario is consistent with the Ford Masterplan. The Ryan Development summarized below represents the density of the development proposed by Ryan on the Ford Site as depicted in the rendering below. A detailed Development Plan is outlined in Exhibit C of the Redevelopment Agreement and is attached as Appendix G.

Land Use	Ryan Development Scenario
Residential (dwelling units)	3,800
Retail and Service (square feet of gross floor area)	150,000

Land Use	Ryan Development Scenario
Office and Employment (square feet of gross floor area)	265,000
Civic and Institutional (square feet of gross floor area)	50,000



Proposed Infrastructure Improvements

Infrastructure improvements are proposed in the study area to serve the needs of future development. Six main access points are proposed, including Cretin Avenue, Mount Curve Boulevard, and Finn Street off Ford Parkway, Montreal Avenue and Bohland Avenue off Mississippi River Boulevard, and Montreal Avenue off Cleveland Avenue. The internal street network will follow what is outlined in the Masterplan and is shown on Exhibits C1 and C2 in Appendix C.

The site will also contain a system of wet and dry utilities (*i.e.*, water, sewers, electric, gas, telecommunications), some of which are currently located within the study area and others will be constructed along the proposed city street network. Public right-of-way drainage and utility easements will be made available for private utilities (gas, electric, and telecommunications).

Ryan will design and construct the Public Infrastructure per the Saint Paul Department of Public Works Construction of Public Infrastructure by Private Developers Policy dated October 31, 2019, and convey them to the City of Saint Paul upon completion as defined in Article 15.5 of the SIPA.

All Public Infrastructure shall be completed by December 21, 2025, per the terms of the Redevelopment Agreement. Construction of the proposed development within the study area started in March 2020 and will be ongoing for the next 10 to 15 years, subject to market conditions.

Public Involvement Synopsis

Numerous public meetings have been held since 2007 to inform the public of the project and solicit feedback. The Masterplan was developed and approved by the Saint Pau City Council as a result of these meetings and public feedback. The proposed Public Infrastructure is consistent with the approved Masterplan and intended to bring the City's vision to fruition.

Overall Project Open House Meetings

Over 140 public meetings of all sizes have been held to provide the public with information and to shape the redevelopment framework as a whole.

3. Proposed Public Street Improvements

Proposed Street Infrastructure

The site currently excludes any existing streets. The project will include construction of new street infrastructure to extend the local street grid into the site. Street infrastructure will generally include grading, sand subbase, aggregate base, concrete curb and gutter, bituminous pavement, street lighting, signage and striping as approved by City staff. Most streets include concrete sidewalks on each side. Some streets include bituminous bike paths in addition to sidewalks. Most street corridors include turf boulevards and landscape trees on both sides. Traffic signal improvements are proposed at the intersections of Ford Parkway and Cretin Avenue and Ford Parkway and Mount Curve Boulevard.

Please note the concrete sidewalks, bituminous bike paths, turf boulevards, landscape trees and traffic signal improvements are excluded from the 429 assessment scope of work.

Proposed Phase 1 north-south streets to be constructed with this project include the following:

- Woodlawn Avenue – Hillcrest Avenue to Village Way
- Mount Curve Boulevard – Ford Parkway to Montreal Avenue
- Cretin Avenue

Proposed Phase 1 east-west streets to be constructed with this project include the following:

- Hillcrest Avenue
- Bohland Avenue – Mississippi River Blvd to Ranger Way
- Village Way – Mississippi River Blvd to Mount Curve Blvd
- Montreal Avenue

Proposed Shared-Use Path Infrastructure

Construction of non-motorized corridors designed for pedestrian and bike use as well as emergency services and municipal service access are proposed within project site. These corridors will include grading sand subbase, aggregate base, bituminous pavement, turf and landscape trees. Phase 1 shared-use paths to be constructed as a part of the project include the following:

- Beechwood Avenue – Mississippi River Blvd to Cretin Avenue
- Mississippi River Boulevard (addition of trail along east side of parkway)
- Ford Parkway (addition of trail along south side of Ford Parkway)
- Falls Passage East (concrete in lieu of bituminous)
- Falls Passage West (concrete in lieu of bituminous)

4. Proposed Public Drainage and Utility Improvements

a. Storm Drainage Improvements

Existing Conditions

The existing project site includes a network of pipes which conveying stormwater runoff southerly towards Mississippi River Boulevard and into Hidden Falls Regional Park and the Mississippi River. The existing drainage areas are shown in Appendix F. The existing impervious areas total 118.3, and currently has no treatment for stormwater runoff into the existing system.



Drainage from the project area flows toward Hidden Falls Regional Park.

Proposed Storm Drainage Improvements.

The proposed storm drainage improvements will modify portions of the existing drainage system, replace and construct new storm sewer, and provide on-site treatment of all stormwater runoff generated on the site using a variety of infiltration and filtration techniques as well as retention of stormwater in water features located throughout the site.

As required by the Capitol Region Watershed District and the City, the quantity and rate of stormwater runoff from rainfall events will be retained on-site based on the volume generated from 1.1-inch of runoff over the impervious site area. The proposed water quality system utilizes a combination of infiltration and filtration to achieve the water quality goal. The proposed impervious surfaces will be about 75 percent of the total acreage, which is about 105 acres. The proposed development incorporates effective non-point source pollution reduction best management practices (BMPs) to achieve 90 percent total suspended solids removal from the runoff generated by 2.5-inch rainfall event.

Stormwater collection system consists of a network of catch basins, pipes and manholes generally located within right-of-way under roadway pavements. The storm sewer network is designed to collect runoff from public right-of-way and adjoining private parcels and convey it to stormwater management area on the site. Storm water quality improvements include the construction of structured treatment such as hydrodynamic separators, sand filtration basins, grit chambers and constructed retention ponds and wetlands throughout the site. The ponds and basins will provide additional water quality treatment as well as rate control before overflowing into eventual outlets.

The proposed site drainage will be collected in two separate areas, the Northwest Drainage area and the main drainage area.

- The northwest drainage area will flow to a sand filtration basin constructed as a part of Gateway Park, and ultimately discharge into the existing storm collection system located in Mississippi River Boulevard near Ford Parkway.
- The main drainage area runoff is divided into two treatment zones. The northern and central zone will flow to the Central Stormwater Feature. The southern zone of the main drainage area will flow to Hidden Falls Headwater Feature. All runoff will be routed through pretreatment structures prior to entering the water bodies. The Central Stormwater Feature outlets under Montreal Avenue into the Hidden Falls Headwater Feature ultimately outletting to Hidden Falls Creek and to the Mississippi River. The new system will provide pretreatment and rate and volume control to improve water quality of runoff leaving the site and to prevent further sedimentation and erosion issues within Hidden Falls Creek

A total of approximately 28,000 feet of storm sewer sizes ranging from 12-inch diameter to 66-inch is proposed to be built as a part of this project.

The proposed storm drainage pipe and water quality infrastructure improvements are illustrated in Appendix F.



Figure: Ryan Development Scenario Proposed Drainage Areas

b. Sanitary Sewer Improvements

Existing Conditions

Existing sanitary sewers that serve the project area are located along Ford Parkway and Mississippi River Boulevard. These convey wastewater via city sanitary sewers to the Metropolitan Council interceptor system and eventually to the Metropolitan Wastewater Treatment Plant. There is currently no sanitary sewer infrastructure within the boundary of the Ford Site.

Proposed Improvements

Installation of sanitary sewer within the site will be required to collect and convey wastewater from the proposed development parcels and new residential housing. Wastewater flows from the north, south and northeast portions of the site combine and flow west at Saunders Avenue where they will ultimately enter the St. Paul deep tunnel system via a drop shaft.

A total of approximately 80 manholes and 16,300 feet of PVC and DIP sanitary sewer ranging in size from 8-inch to 20-inch is proposed to be constructed as a part of this project. The sanitary system will include piping, service stubs, and a drop shaft connection.

The proposed sanitary sewer infrastructure improvements are illustrated in Appendix D.

c. Watermain Improvements

Existing Conditions

The water supply will be obtained from the municipal water supply system operated by Saint Paul Regional Water Services (SPRWS). The Ford Site does not currently have watermain infrastructure within to serve the needs of the proposed redevelopment.

Proposed Improvements

Installation of public watermain within the site will be required. The SPRWS distribution system has a 12-inch watermain on Mount Curve Boulevard at Ford Parkway and a 16-inch watermain on Cleveland Avenue South at Montreal Avenue that can be used for connection points to serve the area. The proposed site trunk main water distribution pipe will provide a loop between the existing SPRWS connection points at Ford Parkway and Cleveland Avenue by running along the proposed extension of Mount Curve Boulevard and Montreal Avenue within the site.

The proposed water system will consist of looping mains connected to the trunk main described above and is designed to provide potable water and fire service for all proposed development throughout the site. All proposed watermain infrastructure will be located within the proposed roadway right-of-way for the site.

A total of approximately 20,500 feet of water main sizes ranging from 6-inch diameter to 16-inch is proposed to be built as a part of this project. The water system will include piping, service stubs, approximately 160 valves, 40 hydrants, blow offs, and connections to the existing SPRWS watermain.

Appendix E illustrates the proposed water main improvements.

5. Right-of-Way and Easement Requirements

All proposed public infrastructure will be located within right-of-way that has been dedicated by Ryan Companies to the City of Saint Paul as a part of the official FORD plat prepared for the site. The plat was approved by the City of Saint Paul on December 20, 2019. No additional right-of-way is anticipated to be required to construct the improvements included in this report.

Drainage and Utility Easements have been granted as required for the City of Saint Paul to operate and maintain the stormwater utility facilities as necessary and the Public Open Spaces and City Parks.

Drainage and Utility Easements have also been executed in the rowhome private alleys as needed for maintenance of public sanitary and water systems as well as Woodlawn Avenue to provide small utility and snow storage locations in areas without right-of-way sidewalks behind the curb line.

6. Permits and Approvals Required

Anticipated permits and approvals for the project are listed in the table below:

Unit of Government	Type of Application	Status
Federal		
Federal Aviation Administration	Obstruction Evaluation/Notice of Proposed Construction or Alteration (Form 7460-1)	To be applied for
US Army Corps of Engineers	Section 404 Approval	To be applied for
	Wetland Delineation Concurrence	To be applied for
State		
Minnesota Department of Natural Resources	Temporary Water Appropriation Permit for Construction Dewatering	To be applied for
Minnesota Pollution Control Agency	National Pollutant Discharge Elimination System Stormwater Permit for Construction Activities	Applied for
	Sanitary Sewer Extension Permit	To be applied for
	Construction Contingency Plan Approval	Approved
	Section 401 Water Quality Certification	To be applied for, if needed
Minnesota Department of Health	Watermain Installation Permit	To be applied for
Local		
Metropolitan Council	Sanitary Sewer Extension Permit	To be applied for
	Sanitary Sewer Permit to Connect	To be applied for
Capitol Region Watershed District	Permit for Stormwater Management, Erosion and Sediment Control, Wetland Management	Applied for
Ramsey County	Right-of-Way Permits	To be applied for
	Road Access Permits	To be applied for
City of Saint Paul	Alternative Urban Areawide Review	Complete
	Site Plan Review	In process
	Preliminary & Final Plat	Complete
	Development Agreements	Complete
	Sign Permits	In process
	Building Permits	To be applied for
	Excavation and Grading Permits	In process
	Certificate of Occupancy	To be applied for
	Ordinance Permit for Construction of Public Improvements	To be applied for
	Right-of-Way Excavation and Obstruction Permits	To be applied for
	Sewer Utility Connection Permits	To be applied for
	Wetland Conservation Act Approval	To be applied for

7. Estimated Costs

The sources of Public Investment to fund all Public Infrastructure and Public Open Spaces are defined in Article 3.3 of the Redevelopment Agreement and Exhibit H of the Redevelopment Agreement. Exhibit H is included as Appendix A to the Feasibility Report.

8. Method of Financing

The sources of Public Investment to fund all Public Infrastructure and Public Open Spaces are defined in Article 3.3 of the Redevelopment Agreement and Exhibit H of the Redevelopment Agreement. Exhibit H is included as Appendix A to the Feasibility Report.

9. Proposed Assessments

Special assessments for the public infrastructure improvements are detailed in the Special Assessment Agreement, Petition and Waiver prepared for the Ford Site as approved on December 18, 2019. Assessments have been calculated based on the basis of proposed parcels as depicted in the official plat. A copy of the Special Assessment Agreement is included in Appendix B. The following is the proposed Assessment Roll for Assessment No. 205203 as approved in the Special Assessment Agreement:

New Plat	Buildable Acres	LF of Roadway	429 Assessment Allocation	Tax ID	Developer
1/1 (a)	1.51000	559	\$ 122,608	172823120081	Ryan JV
1/1 (b)	0.78000	514	\$ 112,738	PID Not yet available	PPL
2/1 (a-b)	3.40000	1,211	\$ 265,613	172823120082	Ryan JV
2/2 (a-b)	2.37000	777	\$ 170,423	172823120083	Ryan JV
3/1 (a-b)	2.65000	788	\$ 172,835	172823110111	Ryan / WAH
3/2	0.53000	416	\$ 91,243	172823110112	CBC
5/1	1.13000	501	\$ 109,886	172823210007	Ryan JV
6/1	2.30000	1,497	\$ 328,343	172823120084	TBD
7/1	1.30000	833	\$ 182,705	172823120085	TBD
8/1 (a-e)	1.94000	936	\$ 205,297	172823240004	TBD
8/2 (a-b)	0.74000	607	\$ 133,136	172823130003	Pulte
9/1	0.58000	445	\$ 97,604	172823130004	CBC

9/2 (a-c)	1.53000	985	\$ 216,044	172823130005	Pulte
10/1 (a-d)	1.07000	1,112	\$ 243,899	172823130006	Pulte
11/1	1.47000	1,246	\$ 273,290	172823130007	WAH-Ryan D/B
12/1 (a)	0.51000	562	\$ 123,266	PID Not yet available	CBC
12/1 (b)	0.92000	678	\$ 148,708	172823140005	WAH-Ryan D/B
13/1 (a)	0.77000	591	\$ 129,626	172823140006	CBC
13/1 (b)	0.32000	317	\$ 69,529	PID Not yet available	PPL
13/1 (c)	0.34000	308	\$ 67,555	PID Not yet available	CBC
14/1 (a-e)	1.44000	801	\$ 175,687	172823130008	TBD
14/2 (a-b)	0.76000	612	\$ 134,232	172823130009	Pulte
15/1 (a-d)	1.21000	1,163	\$ 255,085	172823130010	Pulte
16/1	1.49000	1,237	\$ 271,316	172823130011	WAH-Ryan D/B
17/1	1.43000	1,223	\$ 268,245	172823140007	WAH-Ryan D/B
18/1	1.43000	1,200	\$ 263,201	172823140008	WAH-Ryan D/B
19/1 (a-e)	0.86000	635	\$ 139,277	172823130012	TBD
19/2 (a-b)	0.68000	573	\$ 125,678	172823130013	Pulte
20/1 (a-d)	1.21000	1,150	\$ 252,234	172823130014	Pulte
21/1 (a-d)	1.14000	1,117	\$ 244,996	172823130015	Pulte

22/1	1.64000	1,295	\$ 284,038	172823130016	WAH-Ryan D/B
23/1 (a)	0.32000	321	\$ 70,406	PID Not yet available	PPL
23/1 (b)	1.38000	989	\$ 216,921	172823140009	WAH-Ryan D/B
24/1 (a)	0.51000	534	\$ 117,124	PID Not yet available	PPL
24/1 (b)	1.19000	752	\$ 164,939	172823140010	WAH-Ryan D/B
25/1 (a-e)	0.79000	612	\$ 134,232	172823420003	TBD
25/2 (a-b)	0.68000	577	\$ 126,556	172823420004	Pulte
26/1 (a-d)	1.21000	1,154	\$ 253,111	172823130017	Pulte
27/1 (a-d)	1.21000	1,158	\$ 253,989	172823130018	Pulte
28/1	1.26000	1,196	\$ 262,323	172823130019	WAH-Ryan D/B
29/1 (a)	1.37000	894	\$ 196,085	172823140011	WAH-Ryan D/B
29/1 (b)	1.61000	925	\$ 202,884	PID Not yet available	WAH-Ryan D/B
30/1	0.00000	990	\$ 217,141	172823140012	Ryan
31/1 (a-e)	0.89000	649	\$ 142,348	172823420005	TBD
31/2 (a-b)	0.76000	617	\$ 135,329	172823420006	Pulte
32/1 (a-d)	1.37000	1,218	\$ 267,149	172823420007	Pulte
33/1 (a)	0.99000	424	\$ 92,998	172823410076	CBC
33/1 (b)	0.76000	267	\$ 58,562	PID Not yet available	PPL

34/1	5.36000	581	\$ 127,433	172823410077	Ryan JV
35/1 (a-j)	2.15000	962	\$ 210,999	172823420008	TBD
35/2 (a-b)	0.76000	613	\$ 134,452	172823420009	Pulte
36/1 (a-d)	1.37000	1,210	\$ 265,394	172823420010	Pulte
4/1	0.63000	436	\$ 95,630	172823110113	Ryan JV
TOTALS	66.02	42,968	\$9,424,343		

10. Project Schedule

The following is a proposed schedule for the project if the City Council votes to proceed.

Preliminary Order resolution to set date of Final Order public hearing routing for internal city approvals	May 6, 2020
Preliminary Order Resolution “agenda ready”	May 13, 2020
Preliminary Order resolution adopted by City Council public hearing notices mailed	May 27, 2020
Final Order Resolution adopted by City Council	July 1, 2020

Based upon the analysis completed as a part of this report, the proposed Ford Site Public Infrastructure Improvements, City Project 19246, are feasible, necessary and cost effective.

11. Summary and Recommendations

Based upon the analysis completed as a part of this report, the Ford Site Infrastructure Improvements, City Project 19246, are feasible, necessary, and cost effective. We recommend the following:

- A. The Saint Paul City Council accept this feasibility study and report on May 6, 2020, and order a public hearing for June 17, 2020.

- B. After receiving the appropriate staff reports, staff information, and public hearing input, the Council must decide on the approval or rejection of the proposed public improvements and could proceed to order the proposed improvements.

Appendix A: Exhibit H - Sources and Uses of Budget

Exhibit H
Sources and Uses Budget
[See Attached]

Exhibit H - Sources and Uses

Streets	Project Cost	Developer Funds	Developer Pay-go Note	Developer Pay-go Note		Green Infrastructure				
				for 429 Project	429 Assessments	Finance	City GO TIF	City Pay-go TIF	City GO CIB	
Streets: Paving/Curb & Gutter	\$ 8,164,567	\$ -	\$ 3,712,130	\$ 1,000,000	\$ 2,231,186	\$ -	\$ 810,680	\$ 410,571	\$ -	\$ -
Streets: Traffic Signals/Street Lighting	4,579,722	-	1,066,990	1,000,000	1,250,778	-	476,316	785,638	-	-
Street: Trees	660,298	-	298,690	-	180,015	-	70,698	110,894	-	-
Bridges: Vehicle & Pedestrian	4,568,630	-	1,395,227	660,657	1,250,646	-	456,863	805,238	-	-
Sidewalks	3,422,775	-	1,543,748	-	935,310	-	352,775	590,942	-	-
Streets: Landscaping/Site Furnishings	1,704,402	-	768,028	-	466,077	-	173,581	296,717	-	-
Ryan offsites in TIF Project Area	4,274,622	-	4,274,622	-	-	-	-	-	-	-
Streets Total before grading costs	\$ 27,375,017	\$ -	\$ 13,059,435	\$ 2,660,657	\$ 6,314,012	\$ -	\$ 2,340,913	\$ 3,000,000	\$ -	\$ -
Site Utilities excluding Central Stormwater										
Site Utilities: Water	\$ 5,352,575	-	5,352,575	-	-	-	-	-	-	-
Site Utilities: Sanitary	5,823,209	86,400	3,935,951	-	1,800,858	-	-	-	-	-
Site Utilities: Storm (Excluding Central Stormwater)	6,596,484	-	5,572,011	-	1,024,473	-	-	-	-	-
Site Utilities before grading	\$ 17,772,268	\$ 86,400	\$ 14,860,537	\$ -	\$ 2,825,331	\$ -	\$ -	\$ -	\$ -	\$ -
Mass Grading										
Site Balance: Park Space	\$ 957,208	\$ 957,208	-	-	-	-	-	-	-	-
Site Balance: Stormwater	482,575	-	482,575	-	-	-	-	-	-	-
Site Balance: Civic Square	87,808	87,808	-	-	-	-	-	-	-	-
Site Balance: Right of Way	2,043,561	-	1,755,731	-	-	-	287,831	-	-	-
Site Balance: Private Development	3,111,352	3,111,352	-	-	-	-	-	-	-	-
Total Mass Grading	\$ 6,682,505	\$ 4,156,368	\$ 2,238,306	\$ -	\$ -	\$ -	\$ 287,831	\$ -	\$ -	\$ -
Storm Utilities										
Central Stormwater Utility	\$ 13,662,672	\$ -	-	-	-	7,281,292	6,381,380	-	-	-
Gateway Grounds: Utility (Storm Ponds)	1,000,970	-	503,395	-	-	497,575	-	-	-	-
Hidden Falls Headwater: Utility (Storm Ponds)	1,824,417	-	1,171,597	-	-	652,820	-	-	-	-
Storm Utilities	\$ 16,488,059	\$ -	\$ 1,674,992	\$ -	\$ -	\$ 8,431,687	\$ 6,381,380	\$ -	\$ -	\$ -
Green Spaces: Estimated Cost										
Central Water Feature: Enhancements	\$ 4,997,875	\$ 4,997,875	-	-	-	-	-	-	-	-
Civic Square	5,354,023	5,354,023	-	-	-	-	-	-	-	-
subtotal	\$ 10,351,898	\$ 10,351,898	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gateway Grounds: Enhancements	\$ 1,441,016	-	-	-	-	-	-	-	\$ 1,441,016	-
Hidden Falls Headwater: Enhancements	1,808,750	-	-	-	-	-	-	-	-	1,808,750
Neighborhood Plaza	1,704,685	-	-	-	-	-	-	-	-	1,704,685
Community Gardens	337,674	-	-	-	-	-	-	-	-	337,674
Total Green Space Infrastructure	\$ 15,644,023	\$ 10,351,898	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,292,125
Total Site Infrastructure net of City Projects	\$ 83,961,872	\$ 14,594,666	\$ 31,833,270	\$ 2,660,657	\$ 9,139,343	\$ 8,431,687	\$ 9,010,124	\$ 3,000,000	\$ -	\$ 5,292,125

Appendix B: Special Assessment Agreement, Petition and Waiver



Doc No **T02655839**

Certified, filed and/or recorded on
Dec 19, 2019 1:40 PM

Office of the Registrar of Titles
Ramsey County, Minnesota
Tara J Bach, Registrar of Titles
Christopher A. Samuel, County Auditor and Treasurer

Deputy 501

Pkg ID 1335583D

Attested Copy or Duplicate Original	\$2.00
Document Recording Fee Torrens	\$46.00
Memorial Entry - Additional Certificates	\$20.00
<i>Document Total</i>	\$68.00

Existing Certs
631973, 631975

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Special Assessment Agreement, Petition, and Waiver
(Ford Site)

This Special Assessment Agreement, Petition, and Waiver (this "Agreement") is entered into as of December 18, 2019 (the "Effective Date") by and among the CITY OF SAINT PAUL, MINNESOTA (the "City"), PROJECT PAUL, LLC, a Delaware limited liability company, its successors and/or assigns ("Developer"), and MN FORD SITE APARTMENT LAND LLC, a Delaware limited liability company, its successors and/or assigns ("Weidner").

Recitals:

A. Developer and Weidner are the current owners of all the Lots (defined herein) within that certain real property containing approximately 122 acres and commonly known as the Ford Redevelopment Site located at 966 Mississippi River Boulevard, Saint Paul, Ramsey County, Minnesota (the "Property"), which such Property consists of, and is currently subdivided into, platted Lots. Developer is the current fee owner of the Lots listed on Exhibit A and referred to herein as the "Developer Lots". Weidner is the current fee owner of the Lots listed on Exhibit A and referred to herein as the "Weidner Lots".

B. The City, Developer, and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "Authority") are parties to that certain Redevelopment Agreement dated December __, 2019 (the "Redevelopment Agreement"), which contemplates that Developer will improve the Property with certain public roads, street improvements, water, sanitary and stormwater facilities, and other public utility and infrastructure improvements to be acquired by the City in accordance with the terms and conditions of the Redevelopment Agreement (collectively and as further defined in the Redevelopment Agreement, the "Public Infrastructure").

C. The City, Developer, and Weidner desire that a portion of the Public Infrastructure, such portion being defined and referred to herein as the "429 Improvement Project", be financed by the imposition of special assessments ("Special Assessments") on the Developer Lots and Weidner Lots in accordance with Minnesota Statutes Chapter 429 ("Chapter 429"), Chapters 13 and 14 of the City Charter and this Agreement.

D. The 429 Improvement Project is generally described in the concept plans and specifications depicted on the attached Exhibit B (the "Current Plans"), which Current Plans will be further developed into final Infrastructure Plans for the 429 Improvement Project in accordance with the Site Improvement Performance Agreement.

E. The estimated cost of the 429 Improvement Project is **\$11,800,000** (the "Cost Estimate"), as such Cost Estimate is detailed in the attached Exhibit C. The City and Developer desire that a portion of

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When Recorded Return To: KLISE
First American Title Insurance Company 1
National Commercial Services
121 South 8th Street, Suite 1250
Minneapolis, MN 55402
File No: NCS-90499A

the cost of the 429 Improvement Project in the amount of **\$9,139,343** be financed by the imposition of Special Assessments on the Developer Lots and Weidner Lots in accordance with Chapter 429 and this Agreement.

F. In connection with Developer's design, construction and installation of the Public Infrastructure to be acquired by the City, the Authority and City have agreed to provide certain forms of public assistance in accordance with the terms and conditions of the Redevelopment Agreement, including, without limitation, issuance of one or more series of general obligation improvement bonds, in accordance with Chapter 429 ("429 Assessment Bonds"), such that proceeds of such 429 Assessment Bonds will be available to be used to finance the 429 Improvement Project in accordance with the Redevelopment Agreement.

G. The City is willing to consider issuing the 429 Assessment Bonds following satisfaction of all conditions precedent thereto in accordance with Chapter 429 and Chapters 13 and 14 of the City Charter provided that Developer and Weidner enter into this Agreement, the Developer Lots and Weidner Lots are burdened by this Agreement, and each successor Owner is bound by its terms to ensure that the City will have valid and collectable Special Assessments as it relates to the Developer Lots and the Weidner Lots to repay the 429 Assessment Bonds.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants, and agreements made by each to the other, do hereby agree as follows:

Article 1.

Recitals; Exhibits; Definitions

1.1 Recitals. The foregoing Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein.

1.2 Exhibits. All Exhibits referred to in and attached to this Agreement upon execution, or thereafter attached or thereafter amended by mutual written agreement, are incorporated in and form a part of this Agreement as if fully set forth herein.

1.3 Definitions. Unless the context otherwise specifies or requires, the following terms have the following definitions. Certain other capitalized terms are defined elsewhere in this Agreement. Unless otherwise defined herein or unless context requires otherwise, undefined terms used herein shall have the meanings set forth in the Redevelopment Agreement. All defined terms may be used in the singular or the plural, as the context requires.

"429 Improvement Project" means the following components of the Public Infrastructure:

(i) Cretin Avenue – Existing Ford Parkway South to Proposed Montreal Avenue Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(ii) Mount Curve Boulevard – Existing Ford Parkway South to Proposed Montreal Avenue Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments

(iii) Montreal Avenue – Existing Cleveland Avenue West to Existing Mississippi River Blvd. Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments

(iv) Bohland Avenue – Existing Mississippi River Blvd. East to Proposed Ranger Way Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(v) Woodlawn Avenue – Proposed Gateway Park to Proposed Village Way Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(vi) Village Way – Existing Mississippi River Boulevard East to Mount Curve Boulevard Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(vii) Beechwood Avenue – Existing Mississippi River Boulevard East to Proposed Falls Passage West Proposed Improvements: Public ROW improvements consistent with the Site Improvement Performance Agreement, including bituminous streets, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(viii) Beechwood Avenue – Proposed Falls Passage East, East to Cretin Avenue Proposed Improvements: Public ROW improvements consistent with the Site Improvement Performance Agreement, including bituminous streets, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer.

(ix) Falls Passage West – Proposed Bohland Avenue South to Proposed Montreal Avenue Proposed Improvements: Public ROW improvements consistent with the Site Improvement Performance Agreement, including unreinforced concrete, street lights, and all appropriate street signage and striping.

“Developer Lots” has the meaning set forth in Recital A.

“Environmental Law” means any federal, state or local law, rule, regulation, ordinance, or other legal requirement relating to (i) a release or threatened release of any Hazardous Material, (b) pollution or protection of public health or the environment or (ii) the manufacture, handling, transport, use, treatment, storage, or disposal of any Hazardous Material.

“Legal Requirements” means all laws, statutes, regulations, rules, codes, acts, charters, ordinances, resolutions, orders, permits, judgments, decrees, injunctions, directions, policies and requirements of all governmental authorities, foreseen and unforeseen, ordinary or extraordinary, then applicable to or required in connection with the Project or any part of the Project, including, without limitation, the TIF Plan, Master

Plan, any approved master site plan for the Property, any approved site plan for any portion of the Property, Ordinance Permit per Chapter 6 of the St. Paul Administrative Code, the Americans With Disabilities Act (ADA), the AUAR and any Environmental Law.

“Lot” means a privately-owned parcel of real property within the boundary of the Property and established according to the Plat or pursuant to any further subdivision of said Lots which creates a separate tax parcel with a separate legal description. For purposes of this Agreement, the term “Lot” also includes each structure and improvement thereon. For avoidance of doubt, the term “Lot” includes each Developer Lot and each Weidner Lot set forth on Exhibit A, but excludes any Association Lot and any Lot or other property within the boundary of the Property that is owned in fee by the state of Minnesota, the City, the Authority, or other governmental unit or public body, including any public right of way, public park, or public trail.

“Infrastructure Plans” means those certain engineered drawings, plans, and specifications for the Public Infrastructure (including the 429 Improvement Project) to be prepared by Developer and Developer’s consultants in accordance with Legal Requirements, this Agreement and the Site Improvement Performance Agreement, and as approved by the City and the Authority.

“Hazardous Material” means petroleum, asbestos-containing materials, and any substance, waste, pollutant, contaminant or material that is defined as hazardous or toxic in any Environmental Law.

“Owner” means the Person who is the fee simple owner of any Lot, which shall be conclusively determined as being the record fee simple owner as listed in the Recording Office, as the case may be, except and unless (i) a common interest community is established on any Lot(s) in which case the association that is incorporated pursuant to Section 515B.3-101 of the CIC Act to administer the common interest community shall, for purposes of this Agreement, be deemed to be the Owner of such Lot(s), and the owners of individual units in the common interest community shall not, for purposes of this Agreement, be deemed an Owner; and (ii) if a Contract or a Land Lease (as such terms are defined below) are recorded against title to a Lot. If a Contract is recorded against title to a Lot and so long as said Contract remains in full force and effect of record, then the vendee under said Contract shall, for purposes of this Agreement, be deemed to be the “Owner” of the Lot subject to the Contract in lieu of said fee simple owner (except for purposes of amending or modifying this Agreement, in which case both the fee simple owner and the vendee shall be deemed the “Owner”). If a Land Lease is recorded against title to a Lot and so long as said Land Lease remains in full force and effect of record, then both the fee owner and the lessee under the Land Lease shall be deemed to be the “Owner” of the Lot subject to the Land Lease. In the event of both subsection (i) and subsection (ii) apply, then subsection (i) shall control. If any of the Lots has or is deemed to have as its Owner more than one person and/or entity, then for all purposes of this Agreement, said joint or common owners shall act as and be deemed to be one. For purposes of this section a “Contract” means contract for deed or installment land sales contract and “Land Lease” means only a lease which covers all of one or more of the Lots having an initial term plus renewal rights collectively of not less than 20 years; and permitting the lessee to construct buildings and/or other improvements upon the leased property.

“Person” means a natural person, partnership, limited liability company, trust, estate, association, corporation, government, custodian, nominee, or any other individual or entity, in its own or any representative capacity.

“Plat” means that certain plat of record in the Recording Office and known as the Ford subdivision and attached as Exhibit B to the Redevelopment Agreement.

“Property” has the meaning set forth in Recital A.

“Public ROW” means the publicly dedicated rights-of-way includes all improvements and infrastructure within the allocated rights-of-way, including roads, street striping and marking, traffic calming devices, curb and gutter, boulevards, sidewalks, trails, traffic signals and control systems, street lighting, traffic and street/trail signage, street furniture, and trees and landscaping, each to the extent identified, depicted, and specified in the Plat and applicable Infrastructure Plans.

“Recording Office” means the Office of the County Recorder for Ramsey County, Minnesota and/or Office of the Ramsey County Registrar of Titles, as applicable to the Lot or Block being addressed.

“Site Improvement Performance Agreement” means the separate site improvement performance agreement to be entered into between Developer and the City on an even date with this Agreement containing the City’s engineering requirements for the Public Infrastructure other improvements, and the process for the City’s review and approval of the Infrastructure Plans.

“Site Utilities” means improvements and infrastructure that facilitate the distribution and collection of public utility services, including water facilities, fire hydrants, sanitary sewer facilities and stormwater facilities (including catchment, conveyance, treatment and storage facilities such as tanks and ponds), each to the extent identified, depicted, and specified in the Plat, as applicable, and the Infrastructure Plans.

“Weidner” has the meaning set forth in the introductory paragraph of this Agreement.

“Weidner Lots” has the meaning set forth in Recital A.

“Weidner Joinder” has the meaning set forth in Section 4.2.

Article 2.

Petition, Consent, and Waiver

2.1 Petition. As the Owners of the Developer Lots and Weidner Lots, respectively, Developer and Weidner hereby petition the City, pursuant to Chapter 429, to cause the Assessment Amount to be specially assessed against the Lots in accordance with this Agreement. In accordance with Section 429.031, subdivision 3 of Chapter 429, the City acknowledges that Developer is contracting for the construction of the 429 Improvement Project and the City has reviewed and approved the Current Plans (and will approve the applicable final Infrastructure Plans in accordance with the Site Improvement Performance Agreement) and the Cost Estimate attached to this petition as Exhibits B and Exhibit C, respectively. The construction cost financed under Section 429.091 shall not exceed the amount of the Cost Estimate set forth on Exhibit C. Developer and Weidner hereby acknowledge and agree that neither party may request abandonment of completion of the improvement at any time. Accordingly, the City hereby approves the foregoing petition for Special Assessments.

2.2 Consent. Developer and Weidner hereby consent to the imposition of the Special Assessments, in accordance with Section 429.061 of Chapter 429, to be levied against the Developer Lots and Weidner Lots equal to the Assessment Amount in accordance with this Agreement. Developer and Weidner expressly approves the Special Assessments and agree that the dollar value of the benefit accruing to each of the Developer Lots and Weidner Lots from the 429 Improvement Project equals or exceeds the amount of the Special Assessment allocated to each such Lot in accordance with this Agreement.

2.3 Waiver. Developer and Weidner understand that each party is entitled to a public hearing to consider the 429 Improvement Project, and a public hearing to confirm the assessment rate, pursuant to Chapter 429. Developer and Weidner hereby waive such hearings and appeal rights, and also hereby waive any and all other procedural and substantive objections to the Special Assessments, whether provided by

Chapter 429, City ordinances, City charter, or any other statute, ordinance or law, including but not limited to: (a) notice and public hearing requirements; (b) claims that any Lot or any part thereof does not receive a benefit from the Public Improvements equal to or greater than the dollar amount of the Special Assessments allocated to such Lot; (b) claims that the Special Assessments are not uniform upon the same classes of property; and (d) any rights to an appeal from the Special Assessments, or any other appeal rights available under Chapter 429, City ordinances, City charter, or any other statute, ordinance or law. Notwithstanding the foregoing, Developer's and Weidner's respective waivers contained herein shall not extend to any assessments levied in excess of the actual costs of the 429 Improvement Project set forth in the Current Plans and subsequent Infrastructure Plans.

2.4 Payment of 429 Improvement Project Costs. Developer and Weidner acknowledge and agree that the costs of the 429 Improvement Project shall be paid solely in accordance with Article 3 of the Redevelopment Agreement from amounts disbursed in accordance with the Disbursing Agreement and that neither the City nor the Authority shall have any obligation to pay any costs of the 429 Improvement Project except as provided therein.

Article 3.

Allocation of Assessment Amount; Assessment Dates; Term; Payment

3.1 Allocation of Assessment Amount. The portion of the Assessment Amount to be allocated to, and specially assessed against, each Lot (each a "Lot Assessment") shall be the amount specified and set forth for each Lot in the assessment roll attached as Exhibit D, as adjusted in the final assessment roll in accordance with Section 3.2 hereof. For purposes of clarity, the sum of all Lot Assessments equals the Assessment Amount.

3.2 Assessment Date; Term; Payments; Interest. The Special Assessments levied against the Developer Lots and Weidner Lots in the amount of **\$9,139,343** plus costs in accordance with City Administrative Code Section 64.04 in an amount not to exceed **\$285,000** (collectively, the "Assessment Amount"), with interest thereon in accordance with City Administrative Code Section 64.04, shall be payable over a 10-year period commencing in 2022 in accordance with the final assessment schedule filed with the County; provided, however that the Special Assessments and interest due thereon may be prepaid in accordance with Section 429.061, Subd. 3 of Chapter 429. The first installment of the principal of and interest on the Assessment Amount shall be included in the tax rolls commencing in 2022. Notwithstanding anything to the contrary in Minn. Stat. Chapter 273 or any other provision authorizing a deferral of the Special Assessments, the Developer and Weidner (or their respective successors or assigns) agree to pay the amounts provided herein when due as provided herein.

3.3 Prepayment. Any Special Assessment may be paid in full at any time without penalty in accordance with Section 429.061 of Chapter 429. No transfer or Subdivision of any Lot shall trigger a requirement to pay any Special Assessments in full or in part in excess of any installments thereof then due and payable.

Article 4.

Recording.

4.1 Recording. Promptly following the Effective Date, Developer shall cause this Agreement to be recorded in the office of the Recording Office against all of the Developer Lots and Weidner Lots, and shall pay all costs of such recording. Any modification or amendment of this Agreement shall, promptly upon the execution thereof, be recorded by the Owner(s) of the affected Lots in the Recording Office against all affected Lots at the sole expense of the Owners(s) thereof. Developer shall promptly deliver to the City

a duplicate copy of the recorded documents, including the recording data stamp, upon receipt from the Recording Office.

Article 5.
Future Modifications.

5.1 Further Subdivisions.

(a) Reallocation of Special Assessments by Land Area. The parties to this Agreement acknowledge and agree that certain Lots may, from time to time, be re-platted, further subdivided and/or be subject to lot line adjustments (each a “Subdivision”). In such an event, the Lot Assessment for the Lot(s) affected by such Subdivision shall be reallocated among all the resulting Lots existing and/or created by the Subdivision within the boundary of original subdivided Lot, such that the Lot Assessment allocated to the original subdivided Lot is not reduced but is instead reallocated among the new Lots. The Lot Assessment for each resulting Lot which forms a part of the Subdivision shall be an amount equal to the product of: (i) each new Lot’s *pro rata* share (expressed as a percentage) of the total square feet of land area within the original Lot, multiplied by (ii) the Lot Assessment of the original Lot subject to the Subdivision.

For purposes of illustration, below is a hypothetical example of the methodology and calculations described above for the Subdivision of one Lot into three separate Lots based on square feet of land (i.e., $Y \times Z =$ reallocated share of original Lot Assessment):

			Reallocated Share of Original Minim Lot Value
<u>Original Lot Assessment</u>	<u>Square feet of land within each new Lot</u>	<u>Lot pro rata share</u>	<u>pro rata share x original Lot Assessment</u>
\$1,000,000	10,000 sq. ft.	23.26%	\$232,600
	25,000 sq. ft.	58.14%	\$581,400
	8,000 sq. ft.	18.60%	\$186,000
TOTALS	43,000	100%	\$1,000,000

(b) Alternative Reallocations. Notwithstanding the foregoing, nothing in this Agreement will restrict the applicable Owner(s) from requesting a different method of allocation of the Lot Assessments among the new Lots which takes into account the use, useable floor area, and other characteristics of the actual elements of Vertical Development to be constructed on the resulting Lots (e.g., the creation of a common interest community); provided, however, that any such alternative reallocation will require the City’s consent and the City’s determination, in accordance with Section 429.071, subd. 3 that such apportionment will not materially impair the City’s ability to collect the Special Assessments. For purposes of clarity, no such Subdivision and reallocation may cause a reduction in the aggregate Lot Assessment of the original subdivided Lot.

(c) Pre-Payment Not Required. No Subdivision of any Lot shall trigger a requirement to pay any Special Assessments in full.

(d) Waiver. Developer and Weidner, on behalf of themselves and future Owners hereby waive any and all rights to mailing or service of notice and rights to appeal under Section 429.071, subd. 3 in connection with any reapportionment of the Special Assessments hereunder.

Article 6.
Miscellaneous Provisions.

6.1 Relation to Redevelopment Agreement. The covenants and agreements made by Developer and Weidner in this Agreement are separate from and in addition to the covenants and agreements made by Developer or Weidner in the Redevelopment Agreement and nothing contained herein shall in any way alter, diminish, or supersede the duties and obligations of Developer or Weidner under the Redevelopment Agreement or under an assignment and assumption of any such obligations as a Secondary Developer (as defined in the Redevelopment Agreement).

6.2 Successors and Assigns; Indemnification by Successor Owners. This Agreement shall burden and run with every present or future Lot and will inure to the benefit of and be binding upon the respective successors and assigns of each party to this Agreement, and upon all subsequent Owners of any Lot. Upon the transfer of fee title to any Lot by Developer, Weidner, or any of their respective successors or assigns (each a “Transferor”) to a subsequent Owner (each a “Transferee”), the Transferor shall be deemed released from this Agreement and the covenants and restrictions set forth herein with respect to such Lot; provided, however, that the restrictions set forth in Sections 2.3 and 5.1(d) (Waiver) shall continue to apply to the Transferor and shall survive such Transfer. The Transferee shall be the Owner of such Lot for all purposes hereunder with respect to such Lot. Each Owner shall comply with the terms, conditions, and restrictions of this Agreement with respect to its respective Lot, and if any such Owner violates the terms of this Agreement, such Owner shall indemnify, defend, and hold harmless the Owners of all other Lots bound by this Agreement, the City, and the Authority from and against all claims, suits, damages, penalties, assessments, taxes, judgments, costs and expenses of whatever nature, including reasonable attorneys’ fees and disbursements to the extent caused by such Owner’s violation of this Agreement.

6.3 Notices and Demands. Any notice, approval, consent, payment, demand, communication, authorization, delegation, recommendation, agreement, offer, report, statement, certification or disclosure required or permitted to be given or made under this Agreement, whether or not expressly so stated, shall not be effective unless and until given or made in writing and shall be deemed to have been duly given or made as of the following date: (a) if delivered personally by courier or otherwise, then as of the Business Day delivered or if delivery is refused, then as of the date presented; or (b) if sent or mailed by certified U.S. mail, return receipt requested, or by Federal Express, or other mail or courier service, then as of the Business Day received. All such communications shall be addressed as follows (which address(es) for a party may be changed by that party from time to time by notice to the other parties). No such communications to a party shall be effective unless and until deemed received at all address(es) for such party.

If to the City: City of Saint Paul (PED)
 City Hall Annex
 25 West 4th Street, Suite 1300
 Saint Paul, MN 55102
 Attn: Director of Planning and
 Economic Development

With a copy to: City of Saint Paul (OFS)
 700 City Hall and Courthouse
 15 Kellogg Boulevard West
 Saint Paul, MN 55102
 Attn: Finance Director

With a copy to: Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: City Attorney

If to Developer: c/o Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, MN 55415
Attn: Tony Barranco
Email: tony.barranco@ryancompanies.com

With a copy to: c/o Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, MN 55415
Attn: Audra Williams
Email: audra.williams@ryancompanies.com

Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Attn: Jay R. Lindgren
Email: lindgren.jay@dorsey.com

If to Weidner: MN Ford Site Apartment Land LLC
9757 NE Juanita Drive, Suite 300
Kirkland, WA 98034
Attn: Kevin Colard

With a copy to: Stoel Rives LLP
600 University St., Suite 3600
Seattle, WA 98101
Attn: John S. Santa Lucia

If to any other Owner: The address of record for real property tax
assessment notices with respect to the Lot(s)
owned by such Owner.

6.4 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable for any reason, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

6.5 No Waiver. No action or inaction by any party to this Agreement shall be deemed to constitute a waiver of any right under this Agreement, except a writing expressly waiving a right. No waiver of a particular breach shall be deemed to constitute a waiver of any subsequent breach.

6.6 Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by, interpreted and determined in accordance with the laws of the state of Minnesota without regard to its conflict and choice of law provisions. Any litigation arising out of this Agreement shall be venued exclusively in Ramsey County District Court, Second Judicial District, state of Minnesota and shall not be removed therefrom to any other federal or state court. The Developer, Weidner and each Owner hereby consent to personal jurisdiction and venue in the foregoing court. The Developer, Weidner and each Owner hereby waive trial by jury for any litigation arising out of this Agreement.

6.7 Construction of Terms. As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine, or neuter genders shall include each other. Wherever the word “including” or any variation thereof is used herein, it shall mean “including, without limitation” and shall be construed as a term of illustration, not a term of limitation. Whenever any reference is made to a party or person hereunder, such reference shall include that party's or person's successors and permitted assigns.

6.8 Calculation of Time. Unless otherwise stated, all references to “day” or “days” herein shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

6.9 Superseding Effect. Except for the terms and conditions of the Redevelopment Agreement, this Agreement reflects the entire agreement of the parties with respect to the matters addressed herein, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to such matters.

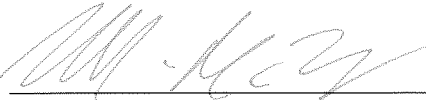
6.10 Amendments, Changes, and Modifications. This Agreement may not be amended or any of its terms modified except by written amendment authorized and executed by the City and the Owner(s) of the affected Lot(s). Any amendments, changes or modifications requiring City Council approval pursuant to Chapter 429 or other applicable law will not be deemed effective until such approval has been granted. Any amendment hereto shall be recorded in accordance with Section 4.1 hereof.

6.11 Further Assurances. The City, Developer, Weidner or other Owner shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property or any Lot, or for carrying out the expressed intention of this Agreement.

6.12 Counterparts. This Agreement may be executed any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signatures on following page(s)]

PROJECT PAUL, LLC,
a Delaware limited liability company

By: 
Name: Michael R. McElroy
Its: Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 9th day of December, 2019, by Michael R. McElroy, the Manager of Project Paul, LLC, a Delaware limited liability company, on behalf of the limited liability company.


Notary Public



Exhibit A

Legal Description of the Property

Developer Lots

Lot 1, Block 1;

Lot 1 and Lot 2, Block 2;

Lot 1 and Lot 2, Block 3;

Lot 1, Block 4;

Lot 1, Block 5;

Lot 1, Block 6;

Lot 1, Block 7;

Lot 1 and Lot 2, Block 8;

Lot 1 and Lot 2, Block 9;

Lot 1, Block 10;

Lot 1, Block 13;

Lot 1 and Lot 2, Block 14;

Lot 1, Block 15;

Lot 1 and Lot 2, Block 19;

Lot 1, Block 20;

Lot 1, Block 21;

Lot 1 and Lot 2, Block 25;

Lot 1, Block 26;

Lot 1, Block 27;

Lot 1, Block 30;

Lot 1 and Lot 2, Block 31;

Lot 1, Block 32;

Lot 1, Block 33;

Lot 1, Block 34;

Lot 1 and Lot 2, Block 35; and

Lot 1, Block 36;

all in FORD, according to the recorded plat thereof, Ramsey County, Minnesota.

Weidner Lots

Lot 1, Block 11;

Lot 1, Block 12;

Lot 1, Block 16;

Lot 1, Block 17;

Lot 1, Block 18;

Lot 1, Block 22;

Lot 1, Block 23;

Lot 1, Block 24;

Lot 1, Block 28; and

Lot 1, Block 29;

all in FORD, according to the recorded plat thereof, Ramsey County, Minnesota.

Exhibit B

Current Plans

[See attached.]

Exhibit B - Current Plans



2021 Complete Streets
 2021 Complete Sidewalks & Boulevards

LEGEND

PROPOSED	
	PROPERTY BOUNDARY
	CURB
	EASEMENT LINE
	EASEMENT AREA
	BITUMINOUS - TRAIL
	BITUMINOUS - ALLEY
	CONCRETE
	HIGH QUALITY FINISH MATERIAL (PAVERS, ETC.)
	NORMAL WATER LEVEL
	HIGH WATER LEVEL
	PERMANENT POOL PONDING
	FILTRATION MEDIA
	RETAINING WALL
	BEDROCK WALL

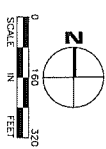


Exhibit C

Cost Estimate

Exhibit C - Cost Estimate

	Developer Pay-go Note	
	for 429 Project	429 Assessments
429 Assessment - Phase 1 Streets		
Streets: Paving/Curb & Gutter	\$ 1,000,000	\$ 2,231,186
Streets: Traffic Signals/Street Lighting	1,000,000	1,250,778
Street: Trees	-	180,015
Bridges: Vehicle & Pedestrian	660,657	1,250,646
Sidewalks	-	935,310
Streets: Landscaping/Site Furnishings	-	466,077
429 Assessment - Phase 1 Streets Total	\$ 2,660,657	\$ 6,314,012
429 Assessment - Partial Phase 1 Utilities		
Site Utilities: Sanitary	-	1,800,858
Site Utilities: Storm (Excluding Central Stormwater)	-	1,024,473
429 Assessment - Partial Phase 1 Utilities Total	\$ -	\$ 2,825,331
429 Assessment - Phase 1 Streets and Partial Utilities	\$ 2,660,657	\$ 9,139,343
		\$ 11,800,000

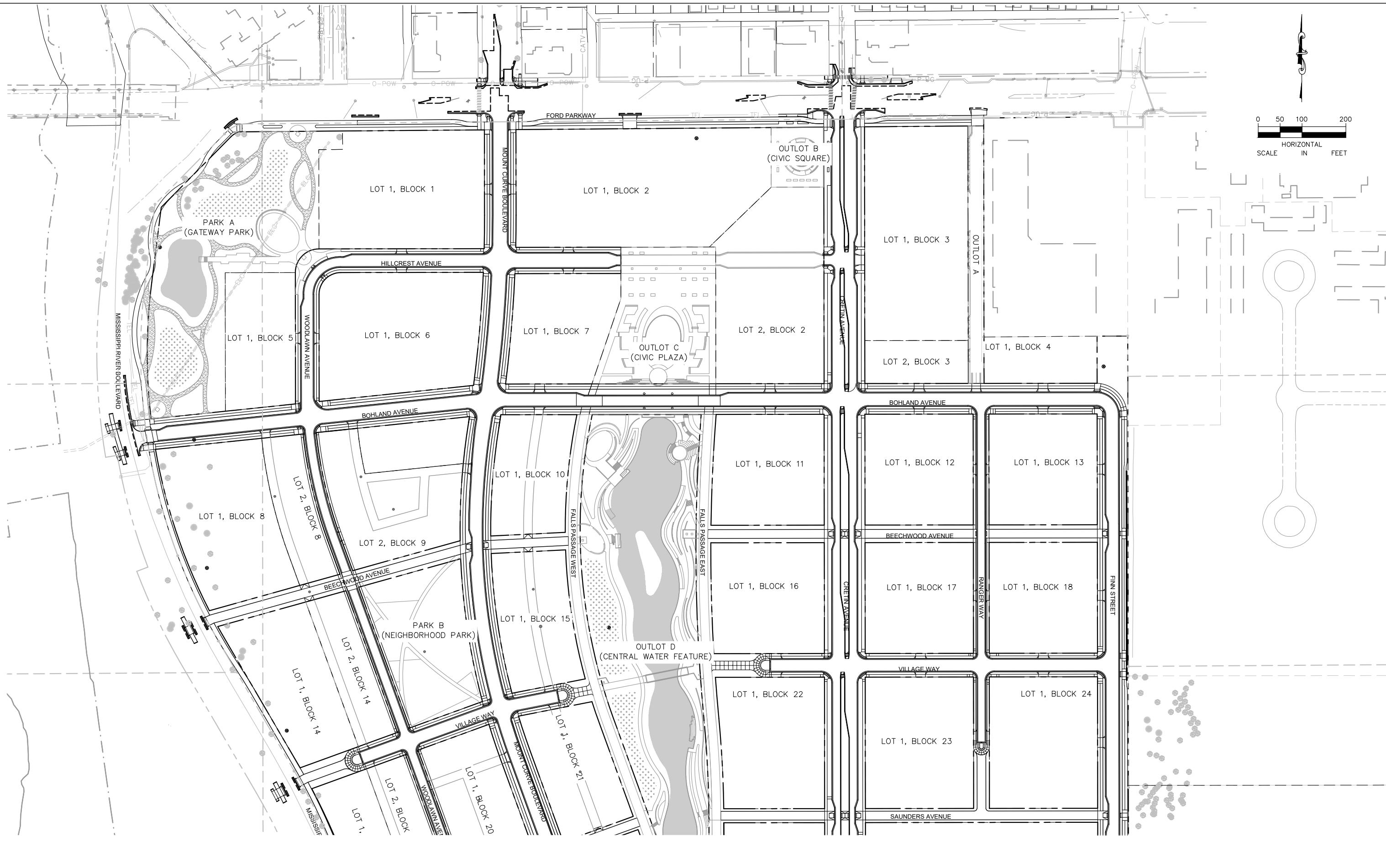
Exhibit D

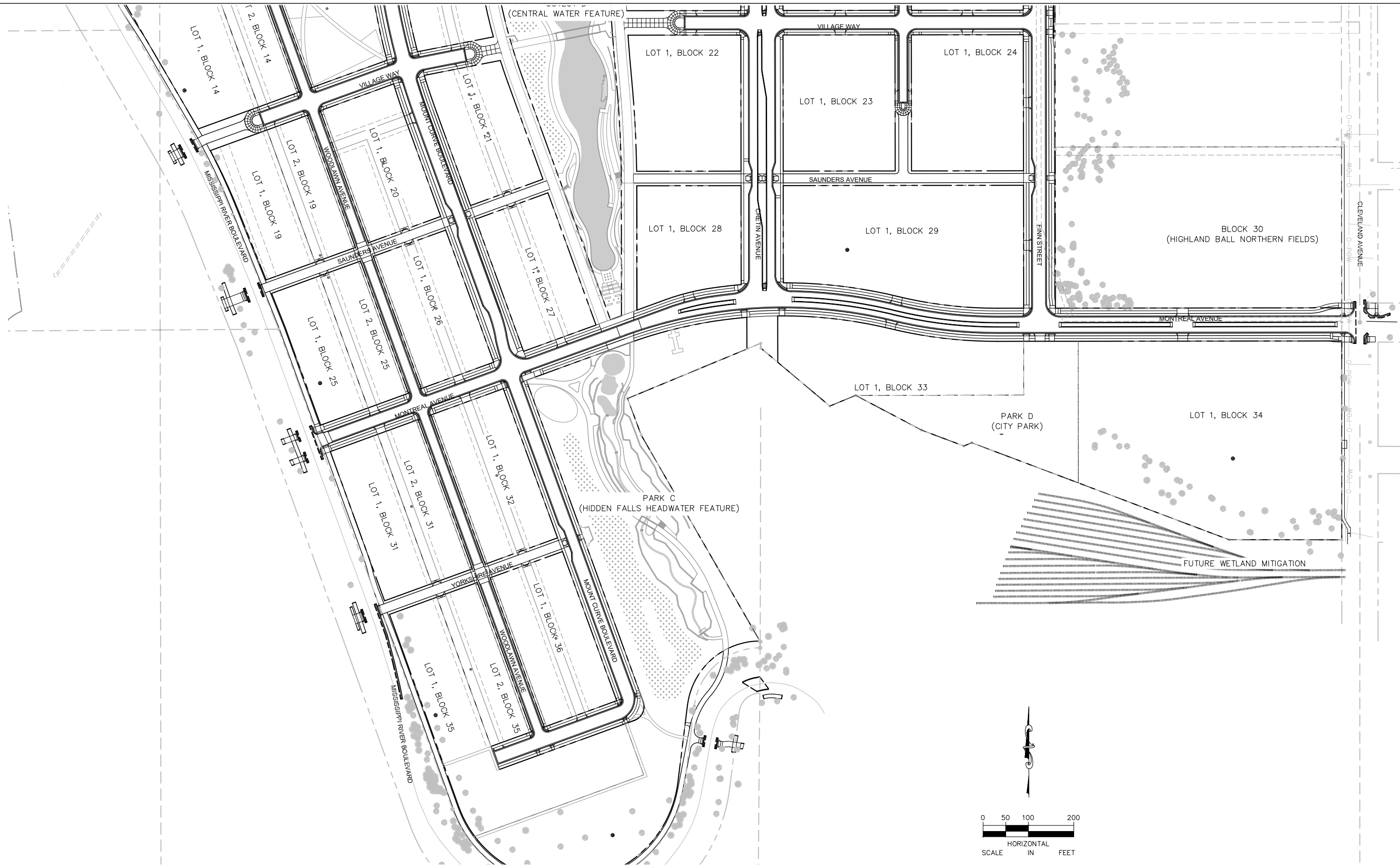
Lot Assessments

Total 429 Assessments			9,424,343
Block/ Lot	LF of Roadway	% of LF of Roadway	429 Allocation by LF of Roadway
1/1	1,073	2.50%	235,345
2/1 (a-b)	1,211	2.82%	265,613
2/2 (a-b)	777	1.81%	170,423
3/1 (a-b)	788	1.83%	172,835
3/2	416	0.97%	91,243
5/1	501	1.17%	109,886
6/1	1,497	3.48%	328,343
7/1	833	1.94%	182,705
8/1 (a-e)	936	2.18%	205,297
8/2 (a-b)	607	1.41%	133,136
9/1	445	1.04%	97,604
9/2 (a-c)	985	2.29%	216,044
10/1 (a-d)	1,112	2.59%	243,899
11/1	1,246	2.90%	273,290
12/1	1,240	2.89%	271,974
13/1	1,216	2.83%	266,710
14/1 (a-e)	801	1.86%	175,687
14/2 (a-b)	612	1.42%	134,232
15/1 (a-d)	1,163	2.71%	255,085
16/1	1,237	2.88%	271,316
17/1	1,223	2.85%	268,245
18/1	1,200	2.79%	263,201
19/1 (a-e)	635	1.48%	139,277
19/2 (a-b)	573	1.33%	125,678
20/1 (a-d)	1,150	2.68%	252,234
21/1 (a-d)	1,117	2.60%	244,996
22/1	1,295	3.01%	284,038
23/1	1,310	3.05%	287,328
24/1	1,286	2.99%	282,064
25/1 (a-e)	612	1.42%	134,232
25/2 (a-b)	577	1.34%	126,556
26/1 (a-d)	1,154	2.69%	253,111
27/1 (a-d)	1,158	2.70%	253,989
28/1	1,196	2.78%	262,323
29/1	1,819	4.23%	398,969
30/1	990	2.30%	217,141
31/1 (a-e)	649	1.51%	142,348
31/2 (a-b)	617	1.44%	135,329
32/1 (a-d)	1,218	2.83%	267,149
33/1	691	1.61%	151,560
34/1	581	1.35%	127,433
35/1 (a-j)	962	2.24%	210,999
35/2 (a-b)	613	1.43%	134,452
36/1 (a-d)	1,210	2.82%	265,394
4/1	436	1.01%	95,630
Total	42,968	100.00%	9,424,343

Appendix C: Roadway Improvement Exhibits

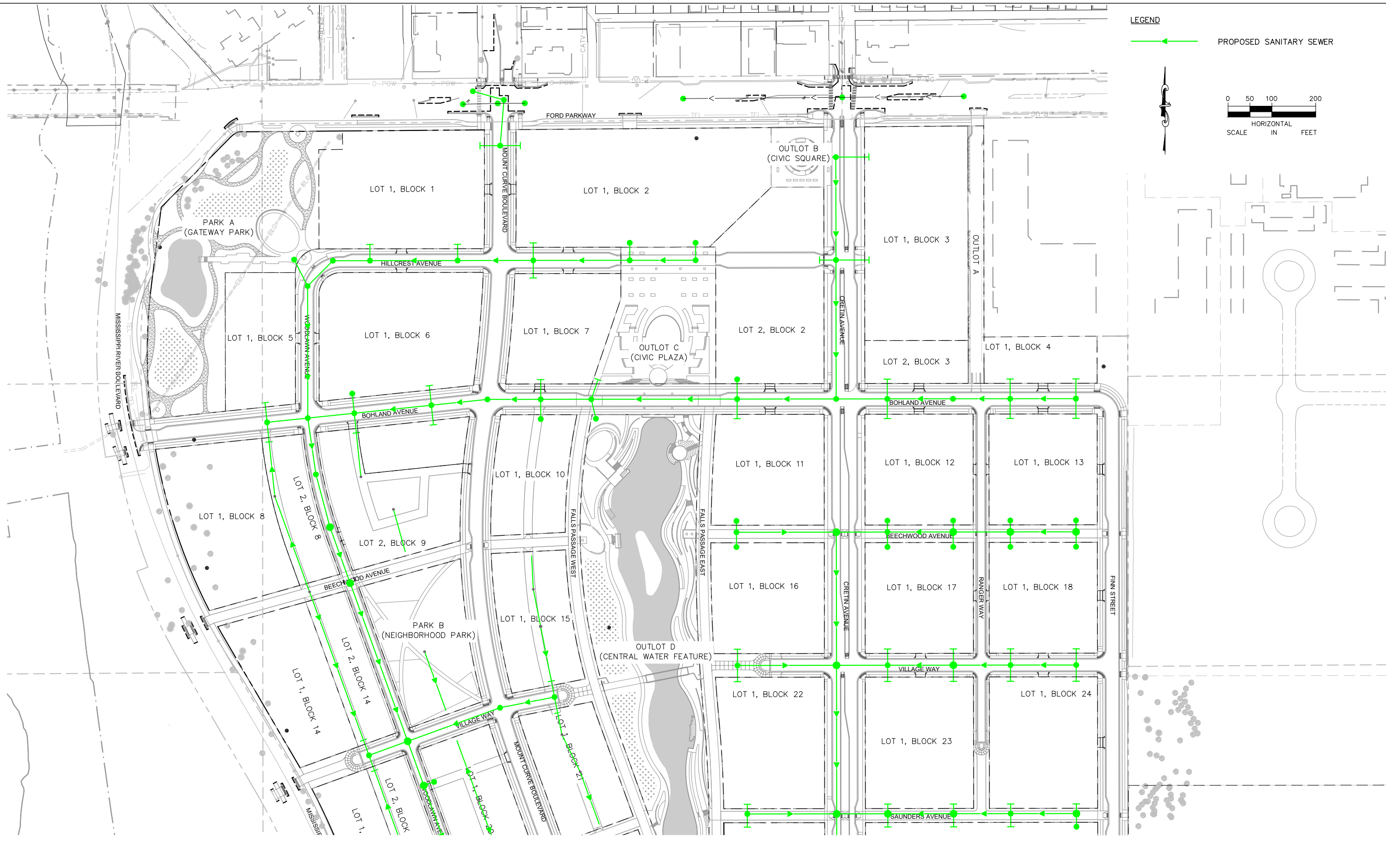
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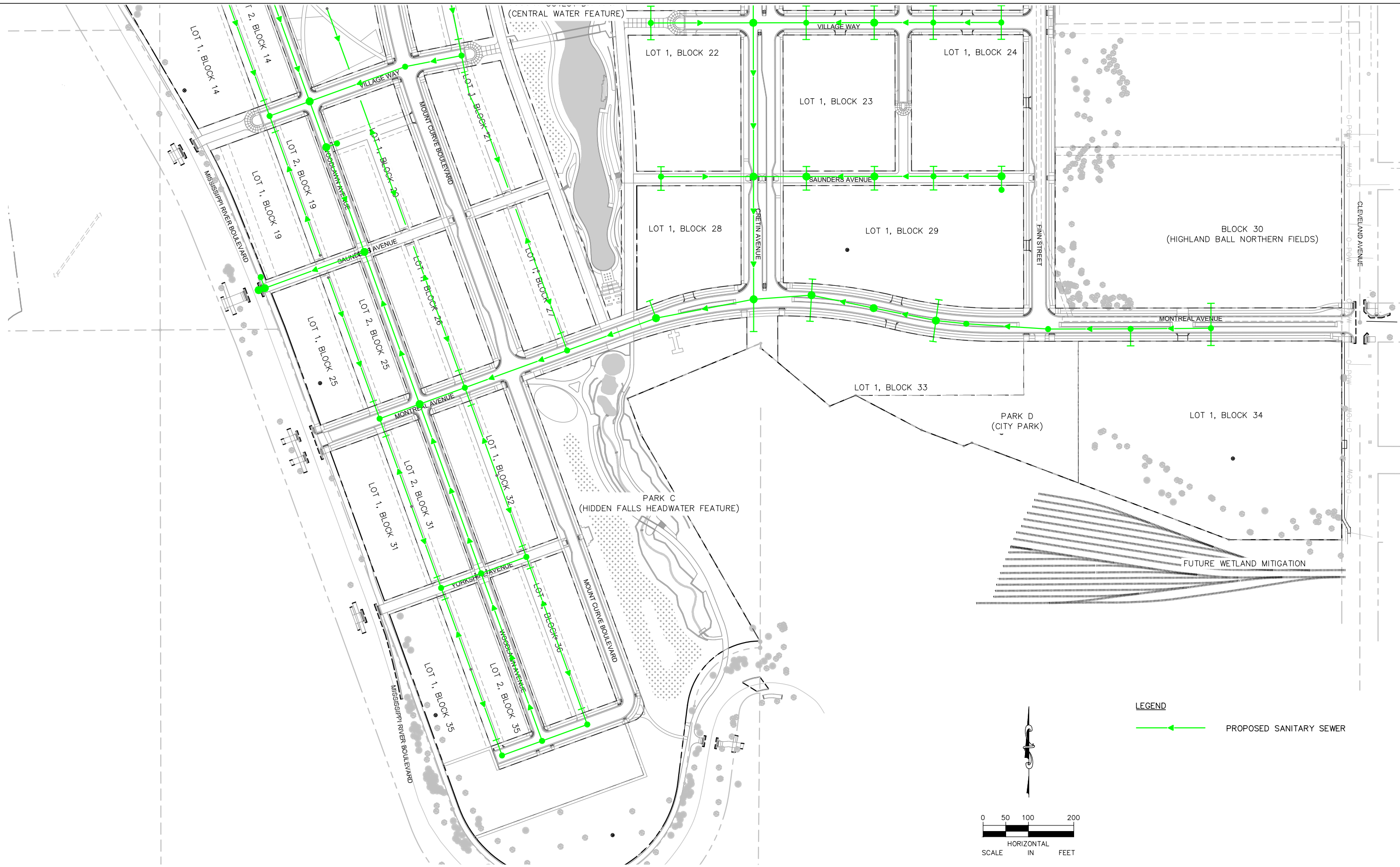




Appendix D: Sanitary Sewer Improvement Exhibits

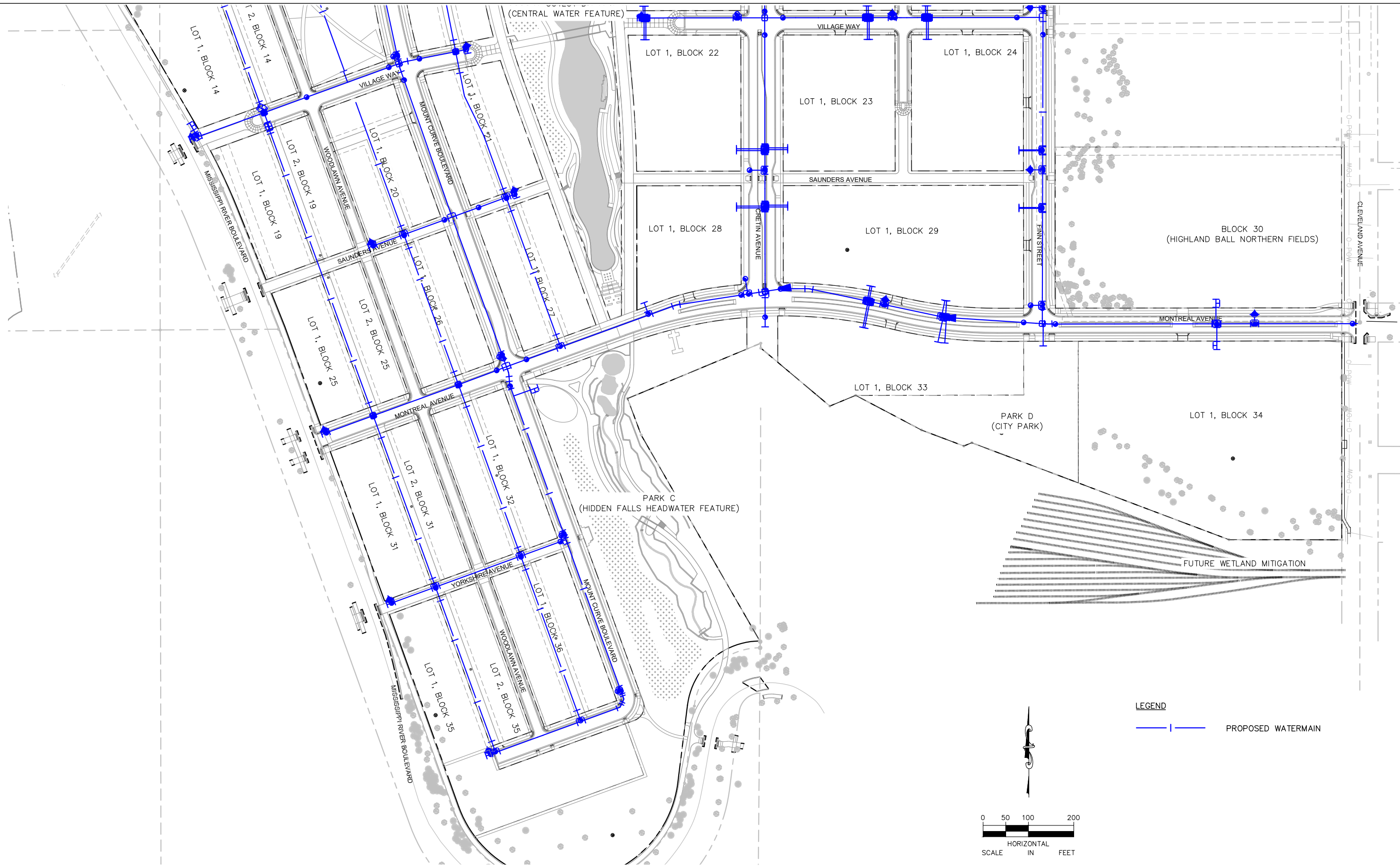
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Appendix E: Watermain Improvement Exhibits

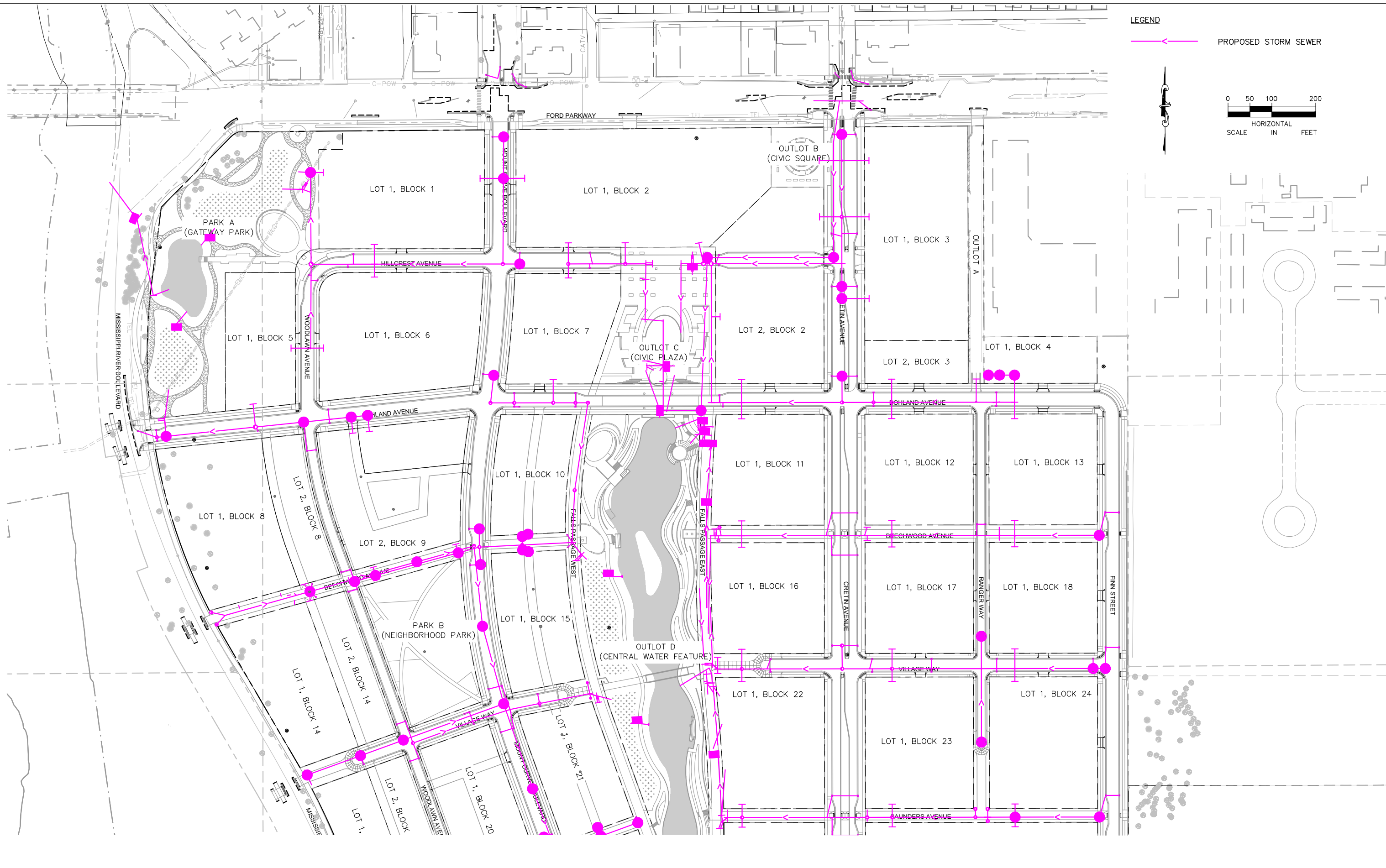
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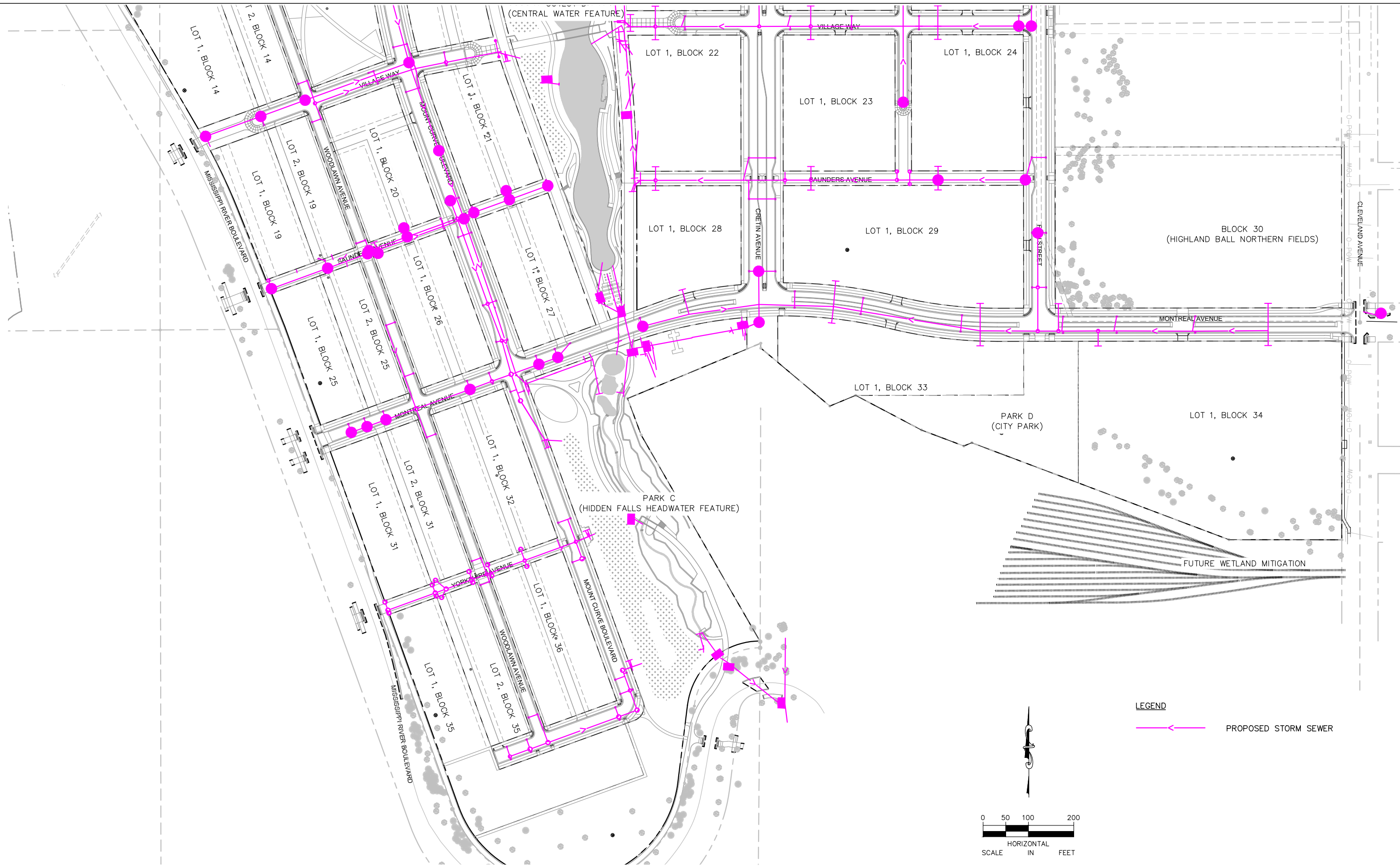


FORD SITE FEASIBILITY REPORT
PROPOSED WATERMAIN IMPROVEMENTS
APPENDIX - E2

Appendix F: Storm Sewer Improvement Exhibits

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Appendix G: Exhibit C – Development Plan

Exhibit C
Development Plan
[See Attached]



The Most Livable City in America

FORD SITE DEVELOPMENT PLAN

Saint Paul, Minnesota



Ford Site Redevelopment Summary						
Block/Lot	Plat Parcel Area (approximate)	Future Lot Split	Buildable Acres (approximate)	Anticipated Vertical Improvement	Anticipated Project	Anticipated Construction Start Year
1/1	2.29	a	1.51	Medical	75K SF of Medical Office	2021
		b	0.78	Affordable Housing	129 Units Affordable	2021
2/1	3.40	-	3.40	Mixed-Use	Mixed Use (80K SF Retail/149 Units MF)	2021
2/2	2.37	-	2.37	Mixed-Use	Mixed Use (20K SF Retail/138 Units MF)	2021
3/1	2.85	-	2.85	Mixed-Use	Mixed Use (50K SF Retail/200 Units MF)	2021
3/2	0.53	-	0.53	Affordable Housing	62 Units Affordable	2021
4/1	0.63	-	0.63	None	None	2020
5/1	1.13	-	1.13	Office	111.4K SF of Office	2024
6/1	2.30	-	2.30	Senior Living	242 Units Senior Living	2020
7/1	1.30	-	1.30	Condominiums	68 Units Condominiums	2022
8/1	1.94	a-e	1.94	1-6 Unit Homes	5 1-6 Unit Homes	2021
8/2	0.74	a-b	0.74	Rowhomes	12 Rowhomes	2021
9/1	0.58	-	0.58	Affordable Housing	59 Units Affordable	2023
9/2	1.53	a-c	1.53	Rowhomes	21 Rowhomes	2021
10/1	1.07	a-d	1.07	Rowhomes	18 Rowhomes	2021
11/1	1.47	-	1.47	Multifamily	170 Units MF	2021
12/1	1.43	a	0.51	Affordable Housing	59 Units Affordable	2028
		b	0.92	Multifamily	149 Units MF	2024
		a	0.77	Affordable Housing	65 Units Affordable	2030
		b	0.32	Affordable Housing	66 Units Affordable	2030
		c	0.34	Affordable Housing	62 Units Affordable	2034
14/1	1.44	a-e	1.44	1-6 Unit Homes	5 1-6 Unit Homes	2021
14/2	0.76	a-b	0.76	Rowhomes	12 Rowhomes	2022
15/1	1.21	a-d	1.21	Rowhomes	22 Rowhomes	2022
16/1	1.49	-	1.49	Multifamily	211 Units MF	2022
17/1	1.43	-	1.43	Multifamily	192 Units MF	2024
18/1	1.43	-	1.43	Multifamily	197 Units MF	2025
19/1	0.86	a-e	0.86	1-6 Unit Homes	5 1-6 Unit Homes	2022
19/2	0.68	a-b	0.68	Rowhomes	11 Rowhomes	2022
20/1	1.21	a-d	1.21	Rowhomes	22 Rowhomes	2023
21/1	1.14	a-d	1.14	Rowhomes	20 Rowhomes	2023
22/1	1.64	-	1.64	Multifamily	129 Units MF	2025
		a	0.32	Affordable Housing	59 Units Affordable	2032
23/1	1.70	b	1.38	Multifamily	205 Units MF	2027
		a	0.51	Affordable Housing	55 Units Affordable	2035
		b	1.19	Multifamily	159 Units MF	2027
25/1	0.79	a-e	0.79	1-6 Unit Homes	5 1-6 Unit Homes	2023
25/2	0.88	a-b	0.88	Rowhomes	11 Rowhomes	2023
26/1	1.21	a-d	1.21	Rowhomes	22 Rowhomes	2024
27/1	1.21	a-d	1.21	Rowhomes	22 Rowhomes	2024
28/1	1.26	-	1.26	Multifamily	176 Units MF	2025
29/1	2.88	a	1.37	Multifamily	173 Units MF	2029
		b	1.61	Multifamily	219 Units MF	2029
30/1	5.15	-	5.15	Ballfields	Ballfields	2020
31/1	0.89	a-e	0.89	1-6 Unit Homes	5 1-6 Unit Homes	2024
31/2	0.76	a-b	0.76	Rowhomes	13 Rowhomes	2024
32/1	1.37	a-d	1.37	Rowhomes	26 Rowhomes	2025
		a	0.99	Affordable Housing	55 Units Affordable	2025
		b	0.76	Affordable Housing	55 Units Affordable	2026
34/1	5.36	-	5.36	Office	100K SF Light Office	2028
35/1	2.15	a-j	2.15	1-6 Unit Homes	10 1-6 Unit Homes	2024
35/2	0.76	-	0.76	Rowhomes	13 Rowhomes	2025
36/1	1.37	a-d	1.37	Rowhomes	26 Rowhomes	2025

The above projects reflect proposed amounts and are not indicative of final metrics. The Developer reserves the right to adjust these values and uses to any that are permissible in the approved Master Plan and Redevelopment Agreement. Denotes Wetland parcel.

